

6769-D
RECORDATION NO. _____ Filed & Recorded

DEC 14 1972 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

This Amendment Agreement dated as of November 15, 1972 among Pullman Incorporated (Pullman-Standard division), a Delaware corporation, (hereinafter called the Vendor), CFSC Leasing Corporation, a Connecticut corporation, (hereinafter called the Vendee), and George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of Penn Central Transportation Company, (Debtor), (hereinafter collectively called the Lessee).

WHEREAS, the Vendor and the Vendee have heretofore entered into a Conditional Sale Agreement dated as of October 9, 1972, (hereinafter called the Conditional Sale Agreement), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 11, 1972, Recordation No. 6769-A and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 11, 1972; and

WHEREAS, the Vendee and the Lessee have heretofore entered into a Lease of Railroad Equipment dated October 9, 1972, (hereinafter called the Lease), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 11, 1972, Recordation No. 6769 and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 11, 1972; and

WHEREAS, the Vendor and the Vendee have heretofore entered into a Collateral Assignment of Lease and Agreement dated as of October 9, 1972, (hereinafter called the Collateral Assignment), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce

Act on October 27, 1972, Recordation No. 6769-B and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 26, 1972; and

WHEREAS, the Vendor and the Lessee have heretofore entered into a Warranty Agreement dated October 9, 1972, (hereinafter referred to as the Warranty Agreement); and

WHEREAS, the Vendor and the Vendee have heretofore entered into an Amendatory Agreement dated as of October 15, 1972, (hereinafter called the Amendatory Agreement), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 27, 1972, Recordation No. 6769-C and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 26, 1972; and

WHEREAS, the parties hereto desire to amend the Conditional Sale Agreement, the Lease, the Collateral Assignment, the Warranty Agreement and the Amendatory Agreement to correct the name of the Vendee therein and to further amend the Conditional Sale Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The name of the Vendee as shown on the cover sheet and on pages 1, 11 and 12 of the Conditional Sale Agreement is hereby amended to read CFSC Leasing Corporation in lieu of CFSC Leasing Corp. The Conditional Sale Agreement is hereby further amended by deleting in their entirety the words "in substantially the form annexed hereto as Annex D" appearing in the fifth and sixth lines of the second WHEREAS clause appearing on page 1 thereof.

2. The name of the Vendee appearing on the cover sheet and on pages 1, 26, 28 and 29 of the Lease is hereby amended to read CFSC Leasing Corporation in lieu of CFSC Leasing Corp.

3. The name of the Vendee appearing on pages 1, 7 and 8 of the Collateral Assignment is hereby amended to read CFSC Leasing Corporation in lieu of CFSC Leasing Corp.

4. The name of the Vendee appearing on page 1 of the Warranty Agreement is hereby amended to read CFSC Leasing Corporation in lieu of CFSC Leasing Corp.

5. The name of the Vendee appearing on the cover sheet and pages 1 and 2 of the Amendatory Agreement is hereby amended to read CFSC Leasing Corporation in lieu of CFSC Leasing Corp.

6. All of the foregoing amendments shall become effective as of the dates of the respective agreements referred to therein.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

ATTEST:

William C. Edwards
Assistant Secretary

PULLMAN INCORPORATED
(Pullman-Standard division)

By Stanley Brown
Vice President

ATTEST:

Henry Johnson
Secretary

CFSC LEASING CORPORATION

By W. G. Steel
President

ATTEST:

Assistant Secretary

GEORGE P. BAKER, RICHARD C. BOND,
JERVIS LANGDON, JR. AND WILLARD WIRTZ,
Trustees of the Property of
Penn Central Transportation Company,
Debtor

By _____
Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 17th day of November, 1972, before me personally appeared Stanley Brown, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jerome F. Ryzel
Notary Public

My commission expires: Feb. 24, 1974

STATE OF Connecticut)
) SS: Bridgeport
COUNTY OF Fairfield)

On this 6th day of December, 1972, before me personally appeared W. A. Thiel, to me personally known, who, being by me duly sworn, said that he is President of CFSC LEASING CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on this day on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Dorothy A. Lepore
Notary Public

My commission expires: March 31, 1974.

COMMONWEALTH OF PENNSYLVANIA)

) SS:

CITY AND COUNTY OF PHILADELPHIA)

On this day of , 1972, before me personally appeared , to me personally known, who, being by me duly sworn said that he is a Vice President of the Trustees of the Property of Penn Central Transportation Company, Debtor, that the foregoing instrument was signed on this day by him on behalf of and by authority of the Trustees of the Property of Penn Central Transportation Company, Debtor, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trustees.

Notary Public

My commission expires: